



Article I. Purpose

The purpose of these general terms and conditions of sale (hereinafter the "**General Terms and Conditions**") is to define the terms and conditions under which the company Emakina / Influx SAS (hereinafter "**INFLUX**") will provide services to its clients acting as professionals (hereinafter the "**CLIENT(S)**"). INFLUX and the CLIENT are hereinafter referred to individually as a "**Party**" and together as the "**Parties**".

Article II. Effective date, duration, renewal and termination of the Agreement

1. "Order" refers to the document in which the CLIENT entrusts to INFLUX the performance of a service.
2. The Order is valid only if it refers to a quote issued by INFLUX to the attention of the CLIENT (hereinafter the "Quote" or the "Quotation") and if it is placed within the period of validity of said Quote.
3. The CLIENT'S Order is final unless otherwise indicated by INFLUX within a period of fifteen (15) working days from the date on which the Order is received.
4. The General Terms and Conditions are applicable where the Quote explicitly refers to them. In placing the Order the CLIENT fully accepts the General Terms and Conditions. The CLIENT must note any reservations that it may have in the Order.
5. The General Terms and Conditions, the Quote, the Order, the Calendar (as the term is defined at Article VI of the General Terms and Conditions) and any other specific conditions that have been expressly agreed by the Parties constitute the agreement between the Parties relating to the performance of the Order (hereinafter the "Agreement"), without prejudice to any amendment that the Parties may agree, and excluding any clauses to the contrary or complementary clauses set out in the Order that are not accepted by INFLUX or that are set out in any other document such as the general terms and conditions of purchase or correspondence of the CLIENT.
6. Unless the Parties have agreed specific conditions in writing, the Agreement may be terminated unilaterally by the CLIENT, at any time for convenience, as of right and without any judicial formalities, by registered mail with acknowledgement of receipt, in consideration for the full payment of a sum corresponding to the total value of the services set out in the Agreement.
7. The duration of the Agreement is set out in the Quote and/or the Order. If no duration is specified in the Quote and/or the Order, the Agreement will come into effect on the date on which the Order is signed by the CLIENT and will come to an end when INFLUX has fully performed the services and deliverables set out in the Agreement and they have been fully paid by the CLIENT.
8. Expiry or termination of the Agreement for any reason whatsoever shall not affect those clauses that are intended to be effective even in the case of expiry or termination.

Article III. General terms and conditions for performance of Orders

1. Unless the Parties have agreed specific conditions in writing, INFLUX is bound by an obligation of means (obligation de moyens) and not by an obligation of result (obligation de résultat).
2. Unless the Parties have agreed specific conditions in writing, INFLUX reserves the right to choose and use the human, hardware and software resources, as well as the technologies required to perform the Order. INFLUX will implement the methodologies described in the Quote. The Quote serves as reference in terms of deliverables and methodologies, without prejudice to any specific conditions agreed between the Parties in writing. INFLUX alone is responsible for assigning members of its staff to the performance of the services.
3. Deliveries of deliverables shall be made at the place and in accordance with the terms and conditions provided for and jointly established by the Parties.
4. As soon as the deliveries meet the requirements set out in the Quotation and the specification documents approved by the parties, they are presumed to be valid. In any case, the CLIENT has 5 working days to invalidate a delivery, with reasons in support.
5. INFLUX may freely subcontract all or part of its obligations to partners of its choice, of which INFLUX is a strong supporter.
6. The services subject of the Orders will be carried out principally on the premises of INFLUX. For services carried out on the CLIENT premises, this latter undertakes to provide the best possible working conditions for the staff of INFLUX or of its sub-contractors. INFLUX staff called upon to work on CLIENT premises will comply with the provisions of applicable internal regulations relating to health and safety on those premises and which will have been provided to them in advance. However, all members of INFLUX staff assigned in whole or in part to the services in question remain, under all circumstances, under the authority of INFLUX in terms of hierarchy and discipline.
5. Working and steering meetings will be planned and organised on the premises and according to the terms set out in the Order or by amendment, and generally speaking pursuant to provisions confirmed jointly between INFLUX and its CLIENT.

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Article IV. Specific conditions for the performance of fixed-rate Orders

1. INFLUX's deadline commitments are defined as part of a calendar which determines all of the operations that will be required in the performance of the Order (hereinafter the "Calendar"). The Calendar binds both INFLUX and the CLIENT, in particular as far as deliveries, decisions and special mobilisation stages are concerned.
2. The Calendar is drawn up by INFLUX and validated by the CLIENT. If this latter should reject the proposed Calendar, performance of the Agreement may be suspended by INFLUX pending agreement. If no agreement is reached within a period of thirty (30) calendar days from the date on which the CLIENT rejects the proposed Calendar, INFLUX may terminate the Agreement in accordance with Article XVII §1 below.
3. The Calendar is linked to a limited scope of services set out in the Quote. Any changes to this scope will affect the Calendar
Le Calendrier est lié à un périmètre de prestations délimité dans le Devis. Toute modification de ce périmètre remet en cause le Calendrier.
4. Generally, it is the responsibility of the client :
 - to formally set out its needs and requests;
 - to deliver, on time, in terms of quality and quantity, information, documents and, generally, all deliverables and contents that it must supply to INFLUX for the proper performance of the services;
 - to be present at planned meetings and to take decisions when expected to do so;
 - to be available and mobilised in order to comply with the requirements of mutual collaboration set out at Article V of the General Terms and Conditions.
5. If the client thinks it is not or no longer able to comply with these obligations, it must notify INFLUX without delay in order that, together, a new Calendar and action plan can be drawn up in line with the reported situation.
6. If the CLIENT should breach any one of its obligations under this Article IV, the provisions provided at Article V §9 of the General Terms and Conditions may be applied by INFLUX, without prejudice to the right of INFLUX to terminate the Agreement as provided at Article XXV of the General Terms and Conditions
7. Neither the CLIENT nor INFLUX will be held liable by the other Party in the event that an obligation under this Agreement is not performed or in case of a delay in performance following the occurrence of a force majeure event, as is usually defined by case law. The force majeure event will suspend obligations arising under the Agreement for the entire period of its existence. However, if the force majeure event should continue for a period of more than thirty (30) consecutive calendar days, the Agreement may be terminated, as of right and without any judicial formalities, by either of the Parties, eight (8) working days after notice of such decision has been sent by registered mail with acknowledgement of receipt.

Article V. Duty of mutual collaboration

1. The CLIENT is perfectly aware that the services that it orders require active and ongoing cooperation on its part and, by consequence, undertakes to work actively and continuously so that INFLUX can perform its obligations under this Agreement.
2. Despite having a certain number of skills, the CLIENT cannot be deemed to be a professional in the same domain as INFLUX. Thus, within the limit of the services and work required for the performance of the Order, INFLUX is bound by an ongoing duty to advise, to warn and to inform the CLIENT and undertakes, on a general basis, to :
 - check with the CLIENT that it has all necessary information for the proper performance of the Order;
 - provide the CLIENT with all information that it deems necessary for the proper performance of the Order;
 - reply in a timely manner to any request for information that it receives from the CLIENT;
 - provide the CLIENT with advice or warnings;
 - notify the CLIENT, in writing and as soon as it becomes aware, of any element, event or act likely to affect the proper performance of its obligations.
3. Conversely, the CLIENT cannot deem INFLUX as having express or tacit knowledge of all matters relating to its targets, its business and its operation. The CLIENT is therefore bound :
 - to express its needs as clearly and exhaustively as is necessary;
 - to reply in a timely manner to any request for information or explanation made by INFLUX, that is to say to acknowledge receipt within five (5) working days of the request and to reply within fifteen (15) working days of the request itself;
 - on the dates and at the times agreed upon in the project schedule, to mobilise those of its own resources and means that are required for the completion of the project.
4. If the CLIENT should disregard the recommendations and advice that INFLUX has provided in writing under this Agreement, INFLUX shall not be held liable for the consequences that may arise thereof, regardless of their nature.
5. If the CLIENT should call into question the decisions that it has made, the work required to bring into conformity what was done after the decision to call everything into question will be assessed and notified to the client, so that an additional order can be placed aimed at covering such changes.
6. For the performance of the Order, INFLUX will appoint a project manager responsible for the smooth running of the Order in relation to the CLIENT, and steering the different stages of the project.



7. In order to ensure proper performance of the Order, the CLIENT, as part of its duty to collaborate, will appoint a representative, qualified in the profession and in project management, to represent it in relation to INFLUX. Said representative will be duly authorised to take all decisions with regard to the solutions proposed by INFLUX.

8. If a difficulty should arise during the course of performance of the Agreement, the Parties are compelled by their joint duty of collaboration to keep each other informed as quickly as possible and to work together to promptly put into place the best possible solution.

9. If the client should breach any one of its obligations whatsoever, including in the event that an invoice has not been paid by its due date, and in case of failure to respond to requests for regularization made by INFLUX in any way whatsoever, INFLUX may revoke the Calendar and/or suspend performance of all or part of its obligations under this Agreement pending the correction of the reported breaches, without prejudice to its right to early suspension of its obligations in accordance with article 1220 of the French Civil code and its right to terminate the Agreement, in particular according to Article XVII of the General Terms and Conditions. This applies in particular to on-going work, hosting services and access to Internet services offered by INFLUX. INFLUX may also suspend the CLIENT user account. The CLIENT will be given notice of the date on which performance of the obligations under the Agreement is to be suspended in writing by registered mail with acknowledgement of receipt, leaving the CLIENT at least seven (7) working days in which to regularize the situation. A non-definitive penalty payment of one thousand (1,000) euros excluding taxes per week of suspension may be applied by INFLUX to the CLIENT, in order to compensate INFLUX for changing its team planning. At the end of the suspension period the CLIENT will be under an obligation to negotiate a new Calendar with INFLUX in good faith, taking into account the corrective or evolutionary requests made by the CLIENT in relation to the deliverables if any.

Article VI. Communication et notification

1. By accepting these General Terms and Conditions, INFLUX and the CLIENT give probative value to electronic mail exchanges, as well as to messages and comments published on electronic communication tools and on other collaborative spaces by electronic means made available by INFLUX. Acceptances and validations given in these ways shall be deemed to be as such under the Order.

2. INFLUX warrants to its CLIENTS a total integrity of the messages and comments that they would publish on those tools and spaces to which INFLUX would give them access for the purposes of communicating and giving notices as part of the performance of the Order. The codes and means of access provided for the use of these tools and spaces are guaranteed throughout the duration of orders placed and the resulting warranty periods. Failing which, INFLUX will extract this information for archiving purposes.

Article VII. Price and payment

1. Prices are stipulated in the Quote referred to in the Order. They are exclusive of taxes, notably exclusive of VAT at the applicable rate, and payable in euros.

2. In the event of recurrent services, and if the Parties have not agreed specific conditions in writing, prices evolve according to the tariffs that INFLUX will communicate to the CLIENT at least two (2) months before the date on which they will take effect. Services paid in advance are purchased at the tariff applicable at the date on which they were paid.

3. INFLUX reserves the right to pass on any new tax or any increase in existing taxes without delay.

4. Invoices are payable under the conditions and within the time limits specified in the Quote and, by default, upfront. Derogation by the CLIENT requires the written consent of INFLUX. Any additional period granted shall not constitute novation. Failure to meet a single instalment will automatically result in all sums due becoming immediately payable, with no need to give notice thereof.

5. Any claim or dispute must be made within eight (8) working days of receipt of the invoice in question, by registered mail with acknowledgement of receipt. However, no claim or dispute will authorize the CLIENT to take the initiative to suspend payment of the invoice or to offset it in any way whatsoever.

6. Any incident and/or delay in payment of an invoice by its due date will give rise, as of right, to payment by the CLIENT to INFLUX of a late payment penalty calculated on the basis of the interest rate applied by the Central European Bank to its most recent re-financing operations, plus 10 percentage points, as well as a compensation for the recovery costs incurred by INFLUX, which shall not be less than the lump sum compensation for recovery costs provided for at article L. 441-6 I 12° of the French Commercial code and its implementing decree (40 euros), it being specified that INFLUX may request additional compensation on justification, without prejudice to the suspension and/or termination of the Agreement and/or any damages that may be claimed..

Article VIII. Retention of title

As long as full payment has not been made, the use of, assignment of, as well as any technical intervention by a third party or by the CLIENT itself on the goods and services delivered will require the prior, formal and express agreement of INFLUX.

Notwithstanding this retention of title clause, all risks related to the goods or services delivered are the responsibility of the CLIENT as soon as they are handed over to the CLIENT or to a carrier. From that moment, the CLIENT will be held liable for all risks of deterioration, loss, partial or total destruction, regardless of the cause of the damage. The CLIENT undertakes to subscribe an insurance policy covering itself for these risks.



Article IX. Responsibilities

a) Third party claims

Under no circumstances will INFLUX be held liable in case of a third party action or claim, in particular as a result of: information, images, sounds, texts, videos contrary to applicable legislation or regulations, contained in or distributed on the CLIENT's Internet site(s); breach of intellectual property rights relating to works published, in whole or in part, on the CLIENT's Internet sites without the explicit permission of their author; breach of property rights relating to the names filed for the domains; the suspension and/or the termination of the CLIENT's user account, particularly pursuant to the non-payment of sums payable for performance of the Agreement; and, more generally, as a result of the non-performance of any of the obligations of the CLIENT whatsoever as defined herein.

b) Obligations of the CLIENT towards third parties

INFLUX shall not be held liable for commitments made by the CLIENT itself to its own clients, suppliers and partners.

c) CLIENT's obligations

In the absence of a specific mandate being entrusted to INFLUX, the CLIENT will be responsible for requesting all legal and administrative authorizations required for the use of the goods and services delivered by INFLUX.

The CLIENT undertakes to use these goods and services in compliance with applicable laws, particularly relating to copyright, intellectual property and morality, and will refrain in particular from sending unsolicited electronic mail (spam) using the electronic communication tools and other collaborative spaces by electronic means made available to it and/or the deliverables produced by INFLUX under this Agreement. The CLIENT guarantees INFLUX against any potential judgment against it in this regard.

Moreover, due to the very nature and limitations of the Internet, which the CLIENT hereby declares to be fully conversant with, INFLUX shall not be held liable for, in particular:

- difficulties in accessing hosted services due to saturated network at certain times;
- contamination by virus of the CLIENT's data and/or software, the protection of which is the responsibility of this latter;
- malicious third party intrusions on the CLIENT's Internet site(s), despite the reasonable security measures implemented by INFLUX;
- damage to equipment connected to the host server, which is the sole responsibility of the CLIENT;
- possible misuse of passwords, confidential codes, and more generally of any information of a sensitive nature for the CLIENT.

d) Access codes

As part of its services INFLUX provides the CLIENT with access codes to a user account, consisting of a user name (usually called a login) and a password.

These access codes are issued once to the CLIENT by electronic mail. Any request for a new issuance must be made in writing.

Access codes are confidential. The CLIENT must implement security rules, in particular never to write this information down clearly, in a place to which third parties have access. The CLIENT alone is responsible for transmitting these access codes to its employees, collaborators or third parties. All actions performed using these access codes shall be presumed to have been performed by the CLIENT.

If the CLIENT becomes aware of the unauthorized use of these access codes, it must inform INFLUX immediately, giving all of the information that it has. Upon receipt INFLUX will block the use of these access codes and will attribute others.

INFLUX reserves the possibility to change the CLIENT's conditions of access and confidential codes at its own initiative.

Article X. Warranties

INFLUX guarantees the CLIENT against any claim he may have against the information, the work or any element created or transmitted by INFLUX to the CLIENT within the framework of the Mission, in particular for counterfeiting of which the CLIENT could be the subject. INFLUX guarantees that the Content created is original, that it is the sole and sole author and that it holds all the rights assigned and related and that it is entitled to assign them. He declares that he has not violated the intellectual property rights of a third party, the personality rights, or the privacy rights of any third party or any element that may give rise to a claim and/or complaint against him or the CLIENT, regardless of the legal basis.

INFLUX is not liable for direct or indirect damages, such as commercial prejudice, loss of clients, loss of order, or loss of brand image due to misuse of the deliverables that have been produced, and in particular software applications that have been produced.

INFLUX is not liable to compensate the CLIENT for the destruction of its files or data, it being the responsibility the CLIENT to make a back up copy.



Article XI. Intellectual property

1. General information :

Works created as part of INFLUX's services remain the property of their authors.

Nevertheless, INFLUX guarantees the CLIENT that he/she has the right to publish on media for which he/she is responsible, according to the terms and durations defined in the Quotation and for lack of stipulation for one year from the date of placing the order. Outside this framework, only the sharing of INFLUX's original publications and the Influencers involved is allowed. The use resulting from this right is authorised and covered by these general conditions. It does not, however, constitute an assignment of rights.

However, the CLIENT is obliged to request prior approval from INFLUX in the event of modification or adaptation of the original creations and to give credit to INFLUX and the Influencers involved for each public use of the created content..

2. Image rights : the CLIENT grants INFLUX and by subcontracting to the involved Influencers, the right to use and exploit its image in strictly accordance to its mission defined in this Contract, as well as in terms of the right to the reference afterwards, in particular in the publication of the content produced on the website and social networks under the responsibility of INFLUX.

Similarly, INFLUX grants the CLIENT, for itself and on behalf of the Influencers involved, the right to use and exploit their image for the purpose of using it in the Campaign. INFLUX expressly authorises the CLIENT to publish to the public the image of the Influencer(s) involved. This must be in a strict accordance to the mission defined in this Contract.

This authorization is granted for a period of five years from the date on which the content is made available to the CLIENT and worldwide, it being understood that the date of online publication will be considered as a date of availability. However, it is understood between the parties that the publications on social networks made during the five years will remain effective indefinitely thereafter

3. Intellectual property rights : INFLUX has the right to use the intellectual property provided by the CLIENT within a framework strictly limited to its mission defined in this Agreement. At the end of the latter, he undertakes to return to the CLIENT all the elements that have been delivered to him for the proper performance of his mission and he undertakes not to use them in any way whatsoever without the prior written consent of the CLIENT. INFLUX also acknowledges that it creates original creative content or holds the rights if it uses other types of content.

Article XII. Confidentiality

For the purposes hereof, the term "Confidential Information(s)" shall include any information or documents disclosed by each Party to the other Party, in writing or orally, and including, without limitation, any written or printed documents, design models, business secrets, know-how, financial or commercial documents, calculation models and results or, more generally, any means of disclosure of the Confidential Information that may be chosen by each Party with respect to the other Party.

1. However, the term "Confidential Information(s)" does not include information:
2. that are, or will be at the time they would be disclosed, available and known to the public otherwise than by reason of a disclosure made in violation of these provisions;
3. which has been or would be communicated to one of the Parties by a third party who is not directly or indirectly related to the other Party or its representative;
4. which have been developed by one of the Parties on the basis of information other than the Confidential Information;
or
5. disclosed or announced to the public by mutual agreement between the Parties

Throughout the term of this Agreement and for five years from the date of expiry or termination of the Agreement, the Parties undertake not to disclose in any way whatsoever, including verbally, the Confidential Information without the prior written consent of the other Party, they undertake to :

- protect and keep strictly confidential, and treat with the same degree of caution and protection as it accords to its own confidential information of equal importance to Confidential Information from the other Party;
- to disclose internally only to its employees and only when it is necessary for the proper execution of the present contract;
- not to copy, reproduce or duplicate in whole or in part when such copies, reproductions or duplications have not been specifically authorized by the other Party, all Confidential Information and their reproductions, transmitted by each Party to the other Party, shall be returned to the latter immediately upon its request.

Each Party undertakes to ensure that its employees comply with the provisions of the Contract.

INFLUX undertakes to ensure that the provisions of this Contract are respected by the Influencers involved as well as by all its possible managers, employees, service providers, partners and in general by any third party who may have had to know information protected by this Contract through it, and expressly guarantees it.



In the event that the legal or regulatory obligations of one of the Parties, in particular following a request from a judicial or administrative authority, or within the framework of regulations applicable to it, require that it communicate to a third party or make public Confidential Information, that Party shall be authorised to do so.

Article XIII. Non-solicitation of personnel

The CLIENT shall not hire, or employ in any way, directly or indirectly, any current or future member of staff of INFLUX or of subcontractors of INFLUX. This clause shall apply regardless of the specialty of the staff member in question, and even if the solicitation is initiated by the staff member. This clause shall remain in effect during the entire period of performance of the Orders placed with INFLUX and for a period of two (2) years from the term of the last Order performed by INFLUX for the CLIENT.

In case of breach of this Article XIII, the CLIENT shall have to pay to EKAMINA immediately a final lump sum indemnity equal to one hundred and fifty per cent (150%) of the annual gross salary of the person recruited or solicited.

Article XIV. CLIENTs obligation to inform

The CLIENT undertakes to inform INFLUX immediately and in writing of any change to its situation (in particular a change of address, modification of equipment, modification of bank details, etc.).

Article XV. Personal data

1. Personal data collected by INFLUX under this Agreement will be processed by INFLUX for the purpose of performing the Agreement and, more generally, of managing its relationship with the CLIENT. INFLUX may transfer this data to subcontractors, where necessary. This data collection is compulsory: if this data is not provided, the Agreement cannot be performed by INFLUX. This personal data is retained by INFLUX for the duration of the Agreement, without prejudice to any other shorter or longer retention period and any archiving possibility provided for by applicable law or regulation (in particular by simplified standard n°48).

2. The CLIENT must inform any person (employees, third parties, etc.) whose personal data is transmitted to INFLUX of the processing carried out by INFLUX and the rights that they have in that respect.

3. Each person concerned may, for all of the personal data transmitted to INFLUX that concerns them, exercise their rights with the Data Protection Officer at INFLUX, the coordinates of whom feature hereunder, in accordance with the law, in particular the right to access and rectify their personal data, the right to object to their processing on legitimate grounds and the right to give instructions as to the fate of this personal data after their death.

4. The CLIENT or any person concerned by the processing of his personal data must immediately inform INFLUX of any violation of personal data or any security breach of which he is aware.

Article XVI. Exclusion and limitation of liability

1. In the event of suspension of all or part of its obligations under this Agreement in accordance with the provisions set out in the Contract, and in particular in accordance with Articles IV §3, V §2 and §7 and IX §9 in the General Terms and Conditions, INFLUX shall under no circumstances be held liable for direct or indirect damages suffered by the CLIENT as a result of said suspension.

2. The contractual liability of INFLUX shall only arise in the event of direct damages caused to the CLIENT (excluding any indirect damages of any kind whatsoever, such as loss of profit, loss of clients, loss of opportunity, harm to image, any kind of financial, business or intangible harm, the costs incurred in turning to another service provider) and is in any case limited to fifteen per cent (15%) of the total amount of the Order in question, to the fullest extent permitted by law.

Article XVII. Early termination

1. In the event of a persistent blockage of the performance of the Agreement due to the CLIENT or to a third party involved in the project and under the responsibility of or subordinate to the CLIENT, or in case of a breach by the CLIENT of any one of its contractual obligations whatsoever (in particular in case of breach by the CLIENT of its duty to collaborate or of its obligation to pay), INFLUX reserves the right to terminate the Agreement as of right and without any judicial formalities, without prejudice to any claim for damages, by sending notice to remedy said breach within a period of thirty (30) calendar days, in writing by registered mail with acknowledgement of receipt, which remains unanswered.

"Persistent blockage" refers to any act, inaction, disagreement or absence of agreement on the part of the CLIENT that prevents INFLUX from performing all or part of its obligations under the Agreement.

2. In the event of an irreparable breach by the CLIENT of any one whatsoever of its contractual obligations, or of the repeated breach of one same obligation, INFLUX reserves the right to terminate the Agreement immediately, as of right and without any judicial formalities, without prejudice to any claim for damages, by reason only of the non-performance on the part of the CLIENT of this obligation or of the repeated breach of an obligation, by giving notice sent to the CLIENT in writing by registered mail with acknowledgement of receipt, without prior formal notice.

3. In these cases, the amount due under the Agreement by the CLIENT shall correspond to the progress made on performance of the Order with regard to the means and resources that have been committed by INFLUX and will be payable in the form of a lump sum payment.



Article XVIII. Transfer of the Agreement

INFLUX is free to transfer all or part of its rights and obligations under this Agreement to any third party of its choice and in any form whatsoever, to bring it into a company as a contribution to its capital and/or have its obligations performed by a third party in any form whatsoever (subcontracting, etc.), on condition that it gives the CLIENT prior notice thereof, the present clause constituting agreement by the CLIENT within the meaning of article 1216 of the French Civil Code. The transfer by EKAMINA of all or part of its obligations under the Agreement will release it from all of these obligations in the future, the present clause constituting the express consent of the CLIENT in this respect within the meaning of article 1216-1 of the French Civil Code.

Article XIX. Miscellaneous

1. This Agreement expresses the entire agreement between the Parties. The Agreement replaces and supersedes all earlier provisions relating to the same subject, regardless of origin.
2. Nothing in this Agreement shall be deemed to have been set aside, completed or amended by either of the Parties in the absence of a prior written document signed by the duly authorized representatives of the Parties and taking the form of an amendment, specifically referring to the decision to set aside the application of a clause, to complete it or to amend it.
3. The fact that one of the Parties is late in exercising any one whatsoever of its rights provided for in the Agreement, or does not exercise said right, shall not be deemed to be a waiver of said right, whether it be related to a past or future event.
4. Nothing in the body of this Agreement shall constitute or be deemed to constitute an association, a cooperation agreement or a de jure or de facto company, between the Parties. In the same way, at no time and in no way whatsoever and for no reason whatsoever shall either of the Parties be deemed to be an agent or employee of the other Party, and no Party shall have the authority or the power to bind the other Party or to contract in its name or to create any liability whatsoever for it, in any way whatsoever and for any purpose whatsoever.
5. If one or more of the provisions of this Agreement should be deemed to be invalid, null, non-applicable or unenforceable in application of a law, a regulation or pursuant to a final decision of a competent court, the remaining clauses shall retain their full force and effect.

Article XX. Applicable Law

All contractual relations between the CLIENT and INFLUX are subject to French law. Further, only the French language version of the contractual and pre-contractual documents shall be legally binding on the Parties.

Article XXI. Competent Jurisdiction

Any dispute relating to the validity, interpretation and/or performance of the Agreement and its consequences shall be within the jurisdiction of the Commercial Court of Limoges, even in case of plurality of defendants, warranty claims or incidental claims, which the CLIENT expressly accepts.